

Ursula Rosemarie Runnals  
c/o 9 Middle Road  
Lafayette, California state

FILED  
JUL 10 2024 *fm*  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

In re  
Ursula Rosemarie Runnals

Case No.: 24-40721 WJL 7  
(Chapter 7)

Petitioner/Debtor.

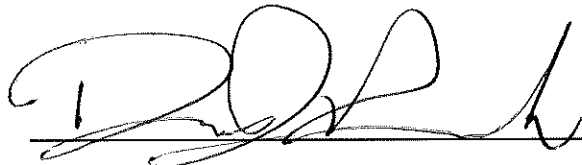
NOTICE OF AFFIDAVIT OF  
IMPECUNIORITY

TO THE HONORABLE WILLIAM J. LAFFERTY AND ALL PARTIES OF INTEREST:

COMES NOW I, Donald James Runnals under Power of Attorney in behalf of Debtor, Ursula Rosemarie Runnals, who relies upon ***Haines v. Kerner***, (1972), 404 U.S. 519 in the above-captioned matter, **to give notice** of the Affidavit of Impecuniosity duly executed by me in behalf of Debtor in support of Debtor's Opposition to the Motion to Dismiss by Michael G. Kasolas wherein Kasolas states in pertinent part: "***trustee declares, under penalty of perjury, that the debtor(s) named above have failed to submit a copy of their federal income tax document(s) as required by 11 U.S.C. Section 521 (e)(2)(A)(i) Michael G. Kasolas***" and other related misc.

Dated: July 10 <sup>*fm*</sup>, 2024

By:



Donald J. Runnals AR by POA for Ursula R Runnals

Ursula Rosemarie Runnals  
c/o 9 Middle Road  
Lafayette, California state

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA**

In re  
Ursula Rosemarie Runnals

Case No.: 24-40721 WJL 7  
(Chapter 7)

Debtor.

**AFFIDAVIT OF NON-LIABILITY OF INCOME TAX OBLIGATIONS**

California State                    )  
  ) ss: Notice of Sole Actor Doctrine applies herein  
Contra Costa County            ) Tracking No. URRMGKAONITO07082024

I, Donald James Runnals under Power of Attorney, in behalf of Debtor, Ursula Rosemarie Runnals, upon solemn affirmation do aver, depose and state for the record under the penalty of bearing false witness before God and man that the following are true and correct to the best of my knowledge and belief.

1. That I, Donald James Runnals, Affiant herein, have personal knowledge of the facts stated herein and I am competent to state to the matters set forth herein.
2. That all the facts stated herein are true, correct, and certain, admissible as evidence, and if called upon as a witness Affiant will testify to their veracity.
3. That this affidavit is in response to the "***trustee declares, under penalty of perjury, that the debtor(s) named above have failed to submit a copy of their federal income tax document(s) as required by 11 U.S.C. Section 521 (e)(2)(A)(i) Michael G. Kasolas,***" a document that Trustee executed under penalty of perjury that fails to take into consideration the issue of territorial jurisdiction among other issues of law delineated herein.
4. That it is a fact that an Act of Congress is locally applicable in the territorial venue of the District of Columbia, federal territories, federal possessions and federal enclaves. See Title 4 USC §72, Title 28 USC §2071, §2072, Title 18 USC § 3156(a) (2), (5), (b) (2), FRCP Rule 81(d) (3), FRCrimP Rule 1(b) (9) ". . . ***The laws of Congress in respect to those matters do not extend into the territorial limits of the states, [venue here] but have force only in the District of Columbia and other places that are within the exclusive jurisdiction of the national government.***" . . . ***Caha v. United States***, 152 U.S. 211 (1894). "Special provision is made in the Constitution for the cession of jurisdiction from the states over places where the federal government shall

establish forts or other military works. And *it is only in these places or in the territories of the United States where it can exercise a general jurisdiction.*" ***New Orleans v. United States***, 35 U.S. 10 Pet. 662 662 (1836); ***United States v. Dewitt***, 76 U.S. 9 Wall. 41 41 (1869); ***Pollard's Lessee v. Hagan***, 44 U.S. 3 How. 212 212 (1845); ***Louisville & Nashville R. Co. v. Mottley***, 211 U.S. 149 (1908); ***Foley Bros., Inc. v. Filardo***, 336 U.S. 281 (1949); ***United States v. Spelar***, 338 U.S. 217 (1949). emp added mine. See also JURISDICTION OVER FEDERAL AREAS WITHIN THE STATES REPORT OF THE INTERDEPARTMENTAL COMMITTEE FOR THE STUDY OF JURISDICTION OVER FEDERAL AREAS WITHIN THE STATES - PART II. "

5. That apparently Title 11 U.S.C. territorial jurisdiction is limited to the District of Columbia, federal territories, federal possessions and federal enclaves as reflected in the above paragraph 4 as a matter of law. Trustee knew or should have known this as bar counsel and has no excuse as ignorance of the law is not an excuse. Title 11 U.S.C. §101. Definitions

In this title the following definitions shall apply:

(52) The term "State" includes the **District of Columbia and Puerto Rico**, except for the purpose of defining who may be a debtor under chapter 9 of this title. Emphasis added bold mine

6. That the National Prohibition Act (Volstead Act) was declared inoperative in the union of states party to the Constitution for the United States of America by the Supreme Court of the United States after the repeal the 18<sup>th</sup> Amendment upon the ratification of 21<sup>st</sup> Amendment on December 5, 1933. **United States v. Chambers**, (1934), 291 U.S. 217; **Massey v United States** (1934) 291 US 608, 78 L Ed 1019, 54 S Ct 532. **United States v Constantine** (1935) 296 US 287, 80 L Ed 233, 56 S Ct 223, 36-1 USTC ¶ 9009, 35-2 USTC ¶ 9655; **United States v Kesterson**, (1935) 296 US 299, 80 L Ed 241, 56 S Ct 229, 36-1 USTC ¶ 9010, 35-2 USTC ¶ 9656.

7. That Title III of the Volstead Act was taken offshore to Puerto Rico and the Virgin Islands on August 27, 1935 ch 740, §17, 49 Stat. 876, Act June 26, 1936, ch 830, Title III, §329(c), 49 Stat. 1957 and subsequently was incorporated into the 1939 Internal Revenue Code as the sole enforcement authority for the IRC at section 3123 of the 1939 IRC and later amended in the 1954 IRC at section 5318 and later into the 1986 IRC at section 5314.

8. That the application of the Volstead Act in any state of the union party to the Constitution of the United States for the united States of America after the passage of the 21<sup>st</sup> Amendment was held to be unconstitutional by the aforesaid caselaw and carries felony consequences for any person who seeks to apply the Volstead Act in the union states party to the Constitution for the United States of America on the order of "**high crimes and misdemeanors.**"

9. That neither the Affiant nor the Debtor are not the creation or chattel property of the Internal Revenue Service, Franchise Tax Board, its Principals, the "Corporate United States," [28 U.S.C. § 3002 (15)(A) (the alter ego for) the Federal Reserve Corporation and the International Monetary Fund], and am not under any obligation whatsoever to said entities, or any of their self-passed laws, regulations, statutes, or policies. See Titles 50 U.S.C. 407 and 22 U.S.C. 611 et seq.

10. That any and all of the various papers, documents, adhesion contracts, or "agreements" Debtor may have signed with said entities or any others that might be construed to indicate a conclusion contrary to her herein declared will and intent were signed or accepted by her on the

basis of mistake due to lack of full knowledge, fraud by inducement, non-disclosure, concealment of material fact, misrepresentation, duress, and intimidation.

11. That Affiant hereby serves actual and constructive notice by this Affidavit that Debtor's signature on any and every papers, documents, adhesion contracts, or "agreements" that she may have signed or accepted by her were executed on the basis of mistake due to lack of full knowledge, fraud by inducement, non-disclosure, concealment of material fact, misrepresentation, duress, and intimidation, thereby vitiating all such documents nunc pro tunc ab initio.

12. That pursuant to Internal Revenue Code § 1275(a)(1)(A) a DEBT INSTRUMENT is defined as a bond, debenture, note or certificate or other evidence of indebtedness.

13. That neither the Internal Revenue Code nor the Revenue & Taxation Code defines "**money**," but the courts have concluded that it does not embrace bonds, debentures, notes or other evidence of indebtedness. Knox v. Lee, 12 Wall 552, Bank of N.Y. v. New York County, 7 Wall 26.

14. That in the four thousand pages of the Internal Revenue Code the term "income" has not been defined by Congress. Eisner v. Macomber, 252 US 189, 206, Ballard v. United States (1976 CA8), 535 F2d 400, 404.

15. That the United States Supreme Court has held that debts that are not redeemable are valueless. Ontario Bank v. Lighbody, 3 Wend. 101, Eckart v. Burnet, 283 US 140, Helvering v. Price, 309 US 409, Gregory v. Helvering, 293 US 465, Putnam v. Commissioner, 352 U.S. 82 (1956) Williams v. Commissioner, (1977) 429 U.S. 569.

16. That debt instruments like the current Federal Reserve Notes which lack the ability of redemption cannot form the basis of a tax obligation under the IRC or R&TC due to the inherent diminished fair market value and irredeemable nature of said debt instruments in light of IRC § § 1(f)(3), (4), (5); 63 (c) (4), R&TC §§ 17041(h), 18501(c) and HJR 192.

17. That the U.S. Supreme Court in Williams v. Commissioner supra, held that a debt cannot be taxed as income because a debt is something that may never be paid.

18. That Federal Reserve Notes meet the description and definition of "note" as defined in the IRC § 1275(a)(1)(A) as evidence of indebtedness and "worthless security" as defined in IRC § 165(g), see also R&TC § 19312.

19. That it is impossible to pay a debt with an instrument that is irredeemable or intrinsically worthless.

20. That a maxim of law provides that "The law never requires impossibilities." California Civil Code § 3531.

21. That Debtor being deprived of standard lawful money of the united States of America, as a result of the national bankruptcy stipulated in House Joint Resolution 192 on June 5, 1933 as indicated in Senate Report # 93-549, Affiant in Debtor's behalf denies and disclaims any **voluntary participation** in any mercantile/maritime admiralty jurisdiction of Social Security

Account Number 549-76-4735 in the venue of Foreign Trade Zone of the federal corporate STATE OF CALIFORNIA. See IRC § 4612(a)(4)(C), Title 19 U.S.C. § 81a et seq. and Government Code § 6300 et seq.

22. That for all of Debtor's services performed and/or labor provided since the advent of HJR 192 of June 5, 1933, Affiant maintains that Debtor like all other Americans, has never received anything of value in payment for said services and/or labor as a direct result of HJR 192 that would constitute taxable income under either state or federal laws.

23. That by and upon the Act of Congress designated HJR 192, Affiant asserts that Debtor has been forced to collect gross receipts of worthless instruments of debt as defined under IRC § § 165(g), 1275(a)(1)(A), R&TC § 19312 that are in point of fact irredeemable under the mandate of Article I Section 10, Paragraph 1, Clause 5 of the Constitution for the united States of America in conjunction with the herein sited sections of the IRC and R & T C.

24. That the forced discharge of debt obligations that are irredeemable **do not constitute taxable income** under either the IRC or R&TC in that there is no gain or profit to be realized as held by **Williams v. Commissioner** surpa, thus no requirement to file any tax return forms.

25. That neither the Social Security Administration, nor the Internal Revenue Service ever informed Debtor of these facts prior to Debtor signing for and accepting any fiduciary obligations under said SSAN which is unethical, unlawful, immoral and fraud by inducement in light of the fact that Debtor was without benefit of counsel at the signing of said SSAN contract.

26. That Peonage and involuntary servitude are expressly prohibited under the 13<sup>th</sup> Amendment and R. S. §1990 [42 U.S.C. § 1994] **Clyatt v United States** (1905) 197 US 207, 49 L Ed 726, 25 S Ct 429.; **Bailey v Alabama** (1911) 219 US 219, 55 L Ed 191, 31 S Ct 145.; **United States v Reynolds** (1914) 235 US 133, 59 L Ed 162, 35 S Ct 86; **Taylor v Georgia** (1942) 315 US 25, 86 L Ed 615, 62 S Ct 415.

27. That I, Donald James Runnals your Affiant, in Debtor's behalf, I hereby am serving actual and constructive notice of termination, waiver and declining of all mercantile, maritime admiralty benefits and am refusing, forfeiting and rejecting all mercantile, maritime admiralty benefits as the result of any assumed mercantile, maritime admiralty contract and the inherent compelled limited liability of said admiralty contracts between Debtor and the corporate United States which came about as a direct result of Congress passage of HJR 192 supra, because it was **NEVER DEBTOR's INTENT** to volunteer to be on a joint mercantile, maritime admiralty adventure for profit under a policy of limited liability for the payment of debts, **as such Debtor has no tax liability whatsoever under the IRC.**

28. That by receipt of this affidavit, under the **sole actor** doctrine, said Trustee Michael G. Kasolas and Judge William J. Lafferty are so noticed of the foregoing facts and laws that govern and protect Debtor's inherent rights that are currently being threatened by said Trustee and Judge under color of law pursuant to the demands for federal tax forms under penalty of perjury is cited for having knowledge of the law per Title 42 U.S.C. § 1986, § 1987 and 18 U.S.C. § 4 thus is subject to the provisions contained in said federal laws.

29. That said Trustee and Judge have ten (10) calendar days to review the foregoing facts and laws and further to take the proper steps to rebut the foregoing facts and laws by like kind


affidavit, on a point by point basis.

30. That upon a failure to rebut the foregoing facts and laws within the herein designated timeframe will establish Trustee and Judge's admission of the foregoing facts and laws and further Trustee's admission of its fiduciary obligation as Trustee to withdraw the offending motion to dismiss as a matter of good faith and fair dealing of the law.

31. That an un rebutted affidavit stands as truth in commerce.

FURTHER AFFIANT SAITH NOT.

dated: July 10<sup>th</sup>, 2024

  
Donald James Runnals, Affiant

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

California State

Contra Costa County

ss:

On

07/10/2024

before me, the undersigned, personally appeared Donald James Runnals ☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the man whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as a man, and that by his signature on the instrument that he in point of fact was the man who executed the instrument.

Witness my hand and official seal

Signature of Notary Public

Seal:





Ursula Rosemarie Runnals  
c/o 9 Middle Road  
Lafayette, California state

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

In re  
Ursula Rosemarie Runnals

Case No.: 24-40721 WJL 7  
(Chapter 7)

Petitioner/Debtor.

Declaration of Service

\_\_\_\_\_ /

I, declare as follows:

I am over the age of eighteen years old and not a party to the within action.

On July \_\_\_\_\_, A.D. 2024 I served by U.S. Mail a true copy of Debtor's **NOTICE OF AFFIDAVIT OF IMPECUNIOSITY, AFFIDAVIT OF IMPECUNIOSITY and AFFIDAVIT OF NON-LIABILITY OF INCOME TAX OBLIGATIONS** in the UNITED STATES BANKRUPTCY COURT, NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION to:

Trustee  
Michael G. Kasolas  
P.O. Box 27526  
San Francisco, CA 94127

And that I served the same by depositing in an envelope a copy of the above stated documents, sealed the same and paid the required postage for mailing which was sent to the address herein which has service for U.S. Mail available.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: July 16<sup>th</sup>, 2024

By: 

## AFFIDAVIT OF IMPECUNIORITY

This affidavit is made not in conjunction with any statutory or administrative rules of procedure but is made as a matter of right under the common law.

"Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2d 526 (7th Cir.1981) certiorari denied, 50 U.S.L.W. 2169; S.Ct. March 22, 1982.

I, Donald James Runnals, knowing the penalty of bearing false witness before God and Man, hereby affirm and declare upon my full commercial liability and hereby depose and state:

1. That your Affiant in behalf of Debtor, Ursula Rosemarie Runnals, is executing this affidavit in response to Case No.: 24-40721 WJL 7 Chapter 7 Trustee, Michael G. Kasolas' Motion to Dismiss Chapter 7 Case for Failure of the Debtor(s) to Submit a Copy of their Federal Income Tax Return(s) to the Trustee as Required by 11 U.S.C. Section 521(e) and other documents of Kasolas.
2. That by virtue of the federal Injunction and requirement of Article I, Section 10, Paragraph 1, clause 1, of the Constitution of the United States as it relates to States and tender of obligations in payment of debts, the Coinage Acts of April 2, 1792, and February 28, 1878 and the International Monetary Acts of July 31, 1944 and that of the 73<sup>rd</sup> Congress, House Joint Resolution 192, dated June 5, 1933, later codified 31 U.S.C. 463, the government has attempted to reduce natural born sovereign American people into involuntary servitude in violation of the Constitution of the United States and the Bill of Rights.
3. That by virtue of said HJR 192, Congress effectively placed a Moratorium on payment of debt and obligations pursuant to the mandate of Article I Section 10, Paragraph 1, clause 1 supra, by some 90 years to date and by said Acts in collusion with executive decrees, attempting to force every American into perpetual credit / debit slavery, and precluded every American from paying their debts, for the simple reason that there is no Lawful money of the United States, identifiable as such, in general circulation in the United States today.
4. That it should be elementary to everyone that "tender for all debts" and "tender in payment of obligations" are two distinctly different propositions.
5. THAT the Consumer Price Index (CPI) identified in the Statistical Abstract promulgated by the Department of Commerce provides that the purchasing power of the Standard Currency Unit (SCU) in general circulation (federal reserve notes) has steadily decreased since 1967 as a direct result of Congress doing away with the gold backing from the SCU until in 1975 the purchasing power of SCUs has been reduced to approximately 35% and in 1986 the SCU purchasing power has been reduced to approximately 70% and in 1997 the SCU purchasing power has been reduced to nearly 0% until today the SCU is operating on a total "float" without any substantive foundation of intrinsic value to speak of in violation of Article I Section 8, Clause 5 mandate of a "fixed standard of weights and measures." In fact the principals of the Federal Reserve Bank in their publication "Modern Money Mechanics" openly admit that the SCUs are backed by the "confidence" that people have in them.
6. That your affiant is in receipt of a series of documents from said Chapter 7 Trustee of the Bankruptcy Court concerning payment of purported Creditor obligations Debtor has sought protection under.
7. That your affiant is not in receipt of any admissible evidence filed of record that any purported creditor appearing in the matter of Chapter 7 Case No.: 24-40721 WJL 7 ever delivered (Civil Code § 1478) a loan of lawful money of the United States (Corporation Code § 107) in any amount to Debtor at any time in the past and believes that none exist.
8. That Your Affiant in Debtor's behalf, and without waiving or abandoning the Bill of Rights or any of Affiant's objections to equitable jurisdictions, that with respect to "Standard Dollars Lawful Money," Affiant must declare to one and all,



to the public at large, that Debtor is currently compelled into a state of impecuniosity and thus unable to pay debts at law by Act of Congress.

9. That if it is the intent of the said trustee to compel Debtor to "pay" in a sum that is beyond the declared public policy of Congress pursuant to House Joint Resolution 192 supra or in a medium of exchange that is contrary to said declared policy of Congress, and California laws then Debtor will be unable to comply due to inability to perform by Act of Congress and thereby be deprived of a right to assert a remedy that is mandated under current federal public policy, as it is Your Affiant's sincerely held belief that Debtor cannot be compelled by this trustee to do that which is impossible. See Civil Code § 3531.

10. That Your Affiant maintains that Debtor has no desire, nor intent to engage in counterfeiting the coin and currency of the United States of America by tendering payment in a medium of exchange that is hostile to and contrary to the federal injunction and requirement of Article I, Section 10, Clause 1, SubClause 5 of the supreme Law of the land as well as Penal Code § 648 in spite of any urging, inducing or threatening by personnel of the United States Bankruptcy Court.

11. That said declaration is made in accordance with Affiant and Debtor's sincerely held religious, moral, and conscientious beliefs, that Debtor cannot and will not accept or condone mere "Chose in Action", which is nothing more than paper "evidence of debt", as a lawful substitute for "Standard Dollars Lawful Money", notwithstanding the expediences of certain mercantile interests.

12. That the Holy Scripture provide that the "Rich Ruleth over the Poor, and the borrower is servant to the lender" Proverbs 22:7 and Thou Shalt not have in thy bag diver weights, a great and small. . . For all that do such things, and all that do unrighteously, are an abomination unto the LORD thy God. Deut. 25:13-16 in light of Public Law 97-280 ~ 96 STAT. 1211 ~ 97th Congress.

Further Affiant Saith Naught

Dated: July 10<sup>th</sup>, 2024

Don James Runnel, Affiant

*Donald JAMES Runnals* (DJA)  
*Don James Runnel*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## Acknowledgement

State of: California

County of: *CONTRA COSTA*

On *07/10/2021*

Date

before me, *TERRY L. EDWARDS, Notary Public*

Name and Title of Officer

Personally appeared Donald James Runnals, Personally known to me -- OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



*Terry L. Edwards*  
Signature of Notary Public

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